AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONT	RACT	1. Contract I		Page 1 Of 6
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Pur	chase Req		5. Project No.	(If applicable)
21	2007MAY10	SEE SCI	HEDULE			
6. Issued By	Code W56HZV	7. Administered B		than Item 6)		Code S2305A
U.S. ARMY TACOM LCMC		DCMA DETRO	IT			
SFAE-GCS-W-BCTP		U.S. ARMY T	ANK & AUT	OMOTIVE COMM	AND	
JOSEPH D'FELIO (586)574-6608		(TACOM)				
WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		ATTN: DCMA WARREN, MI		00		
WEAPON SYSTEM: WPN SYS: KM		WARREN, MI	40397-30	.00		
EMAIL: JOSEPH.DFELIO@US.ARMY.MIL		:	SCD B	PAS NONE	ADP I	PT HQ0337
8. Name And Address Of Contractor (No., Stre	et, City, County, State and	l Zip Code)		9A. Amendmer	nt Of Solicitation	ı No.
GM GDLS DEFENSE GROUP, LLC						
38500 MOUND ROAD				9B. Dated (See	Item 11)	
STERLING HEIGHTS, MI 48310-3260				Duica (Sec	110111 11)	
			Х	10A. Modificat	tion Of Contract	/Order No.
TYPE BUSINESS: Large Business Perfo	rming in U.S.		\ <u> </u>	W56HZV-07-D-	,	
			-	10B. Dated (Se 2006DEC21	e Item 13)	
Code ^{1NLE2} Facility Code	**************************************		- TTG OF G			
	HIS ITEM ONLY APPLI					
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date	specified fo	or receipt of Of	fers	
is extended, is not extended.						
Offers must acknowledge receipt of this ame						
(a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or						dment on each copy of the
ACKNOWLEDGMENT TO BE RECEIVED	0					
SPECIFIED MAY RESULT IN REJECTIO						
change may be made by telegram or letter, p	provided each telegram or	letter makes referen	ce to the so	licitation and t	his amendment,	and is received prior to the
opening hour and date specified.	wirod)					
12. Accounting And Appropriation Data (If red ACRN: AB NET INCREASE: \$4,500,000.0	0					
13. THIS KIND MOD CODE: A	ITEM ONLY APPLIES T				DERS	
	It Modifies The Contra		scribea III		anges Set Forth	In Item 14 Are Made In
The Contract/Order No. In Item 10.		AIC II		THE CI	langes Set Forth	III Item 14 Are water in
B. The Above Numbered Contract/Orde			Changes (su	ich as changes i	in paying office,	appropriation data, etc.)
Set Forth In Item 14, Pursuant To T C. This Supplemental Agreement Is Ent	v					
C. This Supplemental Agreement is End	ereu into rursuant 10 Au	mornly O1.				
D. Other (Specify type of modification a	and authority)					
E. IMPORTANT: Contractor X is not,	is required to sign	this document and	return	0	copies to the Issu	ing Office.
14. Description Of Amendment/Modification (Organized by UCF section	headings, including	solicitation	/contract subje	ect matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION						
SEE SECOND PAGE FOR DESCRIPTION						
Except as provided herein, all terms and condi- and effect.	tions of the document refer	renced in item 9A or	10A, as he	retofore chang	ed, remains uncl	nanged and in full force
15A. Name And Title Of Signer (Type or print)	16A. Name	And Title (Of Contracting	Officer (Type or	r print)
		SANDRA E.	MCCARROI	LL		• 9
				MY.MIL (586)7	753-2072	T
15B. Contractor/Offeror	15C. Date Signed	16B. United	States Of	America		16C. Date Signed
		Ву		/SIGNED/		2007MAY10
(Signature of person authorized to sign)			ignature o	f Contracting C	Officer)	
NSN 7540-01-152-8070		30-105-02			STANDARD FO	ORM 30 (REV. 10-83)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-D-M112/0019

MOD/AMD 21

Page 2 of 6

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

SECTION A - SUPPLEMENTAL INFORMATION

- 1. This Modification 0021 to Delivery Order 0019 under Requirements Contract W56HZV-07-D-M112 is a unilateral modification under the Changes clause.
- 2. Reference Section C of the Contract's Statement of Work (SOW), and Section I, Paragraph I.79, Federal Acquisition Regulation (FAR) 52.243-2, Changes Cost Reimbursement (Alt II (APR 1984)).
- 3. The contractor is hereby directed to begin work immediately in accordance with the references cited above to provide labor and material to complete the reconstitution of 2" Slat Armor Kits and Headlight Extension Kits from the miscellaneous, 172nd & 3/2 2" Slat at the Auburn warehouse.
- 4. The contractor shall reconstitute remaining brigade sets of 2" Slat armor removed from vehicles; assembling serviceable kits, providing new installation hardware and packaging. It is estimated that 300 Slat and Headlight Extension Kits may be reconstituted during Phase I and 152 kits during Phase II.
- 5. Phase I includes the removal of all material from the 84 mil vans currently located in the parking lot at Auburn. The following mil vans shall be emptied before any others:

MLCU2722860	TEXU3860279	TGHU3369480
TEXU2089043	TEXU2367550	GSTU4789340
GATU0276282	GLDU0243531	TEXU2008720
CRXU1803406	TOLU3106580	TRLU3518027

The Contractor shall contact AIDPMO when there are at least two containers empty and ready to return. The point of contact for AIDPMO is April Leo (Contractor), LOGSA PSCC AIDPMO, Logistics Analyst, Science Applications International Corp., Tobyhanna Army Depot, 570-895-7274/ DSN: 795-7274, Fax: -6678 New email: april.j.leo@us.army.mil.

The contactor shall separate material into groups of: serviceable & unserviceable 2" Slat, Headlight Kits and non-Slat/non-headlight kit material. Serviceable criteria is defined in 2" Slat Armor Installation Manual, dated May 2005, page 115. Non-Slat parts are those parts that have been placed into vans, but are not part of the Slat kit or Headlight Extension kit. Unserviceable parts shall be properly disposed of. The contractor shall request disposition instructions for non-Slat parts. The contractor shall conduct an inventory of serviceable 2" Slat & Headlight Extension kit parts. The contractor shall provide an inventory of the parts using part number, nomenclature, quantity and varient application. The inventory shall be in the contractor's format in the form of an Excel spreadsheet(s). The contractor shall provide a roll-up of the number of complete 2" Slat kits and Headlight Extension kits that can be assembled, by variant with the parts on-hand, and a roll-up of part shortages by part number, nomenclature and quantity for each variant and Headlight Extension kit to assemble complete kits. Serviceable parts shall be cleaned and spot painted. The contractor shall assemble complete variant kits according to kit drawings and deliver as many complete 2" Slat kits including new installation hardware, and crates in the quantities identified in paragraph 7 below. The contractor shall not assemble more kits than identified in paragraph 7 without approval from the Government.

6. Phase II includes the removal of all material from the 84 (est) mil vans that will be returned to Auburn in the future.

The Contractor shall contact AIDPMO when there are at least two containers empty and ready to return. The point of contact for AIDPMO is April Leo (Contractor), LOGSA PSCC AIDPMO, Logistics Analyst, Science Applications International Corp., Tobyhanna Army Depot, 570-895-7274/ DSN: 795-7274, Fax: -6678 New email: april.j.leo@us.army.mil.

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7. Total quantities required by variant (limited to parts available at the completion of Phases I & II.

ICV	217
RV	83
ATGM	20
CV	25

CONTINUATION SHEET Reference No. of Document Being Continued Page 3 of 6 PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 21

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

MEV 25 MCV-B 55 FSV 27

Headlight Extension Kits 539

8. This Modification 21 to Delivery Order 0019 adds the following CLINs to Section B of the delivery order:

0004AA Phase I - 2" Slat Reconstitution 0004AB Phase II - 2" Slat Reconstitution

- 9. The Period of Performance for this order is from 10 May 2007 through 30 December 2007.
- 10. In accordance with the Changes clause, the contractor must assert its rights to any further adjustment for the effort associated with the 2 Slat and Headlight Extension Kit reconstitution, no later than thirty (30) days after award of this Modification 21 to Delivery Order 19. Failure to agree to any further adjustment shall be a dispute under the Disputes clause of the contract.
- 11. As a result of this action, the total amount funded for Modification 21 to Delivery Order 19 is \$4,500,000.00 as stated below:

Total Estimated Cost: \$4,137,705.00
Total Estimated Fee: \$362,056.00
Cost of Money: \$239.00
Total Estimated Amount: \$4,500,000.00

12. Except as specifically stated above, all terms and conditions of Delivery Order 0019 Contract Number W56HZV-07-D-M112 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 0022 ***

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 21

Page 4 of 6

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0004	SECURITY CLASS: Unclassified				
0004AA	PHASE I - 2" SLAT RECONSTITUTION	1	LO	\$ 2,928,421.000	\$ 2,928,421.00
	CLIN CONTRACT TYPE:				
	Cost-Plus-Fixed-Fee NOUN: 2" SLAT RECONSTITUTION				
	PRON: X17GXX03X1 PRON AMD: 01 ACRN: AB AMS CD: 13519800000				
	Total Estimated Cost: \$2,692,657.00				
	Total Estimated Fee: \$235,608.00				
	Cost of Money: \$156.00 Total Estimated Amount:				
	\$2,928,421.00				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE				
	001 1 30-AUG-2007				
	FOB POINT: Origin				
	SHIP TO:				
	(CKORK3) XR GM GDLS DEFENSE GROUP LLC GSA WAREHOUSE 1				
	2701 C STREET SW				
	AUBURN WA 98001-1111				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-07-D-M112/0019				
	130227 07 2 13227,0025				
0004AB	PHASE II - 2" SLAT RECONSTITUTION	1	LO	\$ <u>1,571,579.000</u>	\$1,571,579.00
	CLIN CONTRACT TYPE:				
	Cost-Plus-Fixed-Fee				
	NOUN: 2" SLAT RECONSTITUTION PRON: X17GXX03X1 PRON AMD: 01 ACRN: AB				

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 21

Page 5 of 6

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMS CD: 13519800000				
	Total Estimated Cost: \$1,445,048.00				
	Total Estimated Fee: \$126,448.00				
	Cost of Money: \$83.00				
	Total Estimated Amount:				
	\$1,571,579.00				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 000000 3				
	DEL REL CD QUANTITY DEL DATE				
	001 1 30-DEC-2007				
	FOB POINT: Origin				
	SHIP TO:				
	(CKORK3) XR GM GDLS DEFENSE GROUP LLC				
	GSA WAREHOUSE 1 2701 C STREET SW				
	AUBURN WA 98001-1111				
	CONTRACT/DELIVERY ORDER NUMBER				
	W56HZV-07-D-M112/0019				

Reference No. of Document Being Continued Page 6 of 6 **CONTINUATION SHEET** PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 21 Name of Offeror or Contractor: \mbox{gm} gdls defense group, \mbox{llc} SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE PRIOR AMOUNT ITEM MIPR ACRN JOB ORD NO AMOUNT AMOUNT 0004AA X17GXX03X1 1 0.00 \$ 2,928,421.00 2,928,421.00 13519800000 7GXX03 0004AB X17GXX03X1 AB 1 \$ 0.00 \$ 1,571,579.00 \$ 1,571,579.00 13519800000 7GXX03 NET CHANGE \$ 4,500,000.00 NET CHANGE SERVICE ACCOUNTING INCREASE/DECREASE NAME BY ACRN ACCOUNTING CLASSIFICATION STATION AMOUNT 21 72020000075R5R07P1351982571 S20113 AB W56HZV \$ 4,500,000.00 Army 4,500,000.00 NET CHANGE \$

 PRIOR AMOUNT
 INCREASE/DECREASE
 CUMULATIVE

 OF AWARD
 AMOUNT
 OBLIG AMT

 NET CHANGE FOR AWARD:
 \$ 254,898,367.00
 \$ 4,500,000.00
 \$ 259,398,367.00

<u>ACRN</u> <u>EDI ACCOUNTING CLASSIFICATION</u>

AB 21 070720200000 S20113 75R5R07135198000002571 7GXX03S20113 W56HZV